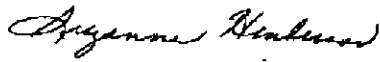


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Suzanne Henderson

Tarrant County Texas

2008 May 08 09:09 AM

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4 Pages

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AMENDMENT TO OIL AND GAS LEASE

State: Texas
County: Tarrant
Lessors: Glad Investing Partners Ltd.
P.O. Box 79290
Saginaw, Texas 76179
Lessee: XTO Energy Inc.
Effective Date: October 25, 2006

On October 25, 2006, Lessors, named above, executed and delivered onto Aspect Abundant Shale LP (now "XTO Energy Inc."), Lessee, filed an Oil and Gas Lease (the "Lease"), recorded in Document No. D207013891 of the Deed Records, Tarrant County, Texas. The Lease covers the following lands (the "Lands"):

7.765 acres, more or less, in the Juan Armendaris Survey, Abstract 58, Tract 2. Being more particularly described in a Deed Dated October 8, 1997 and recorded in Volume 12939, Page 336, Real Property Records, Tarrant County, Texas.

12.738 acres, more or less, in the Saginaw Industrial Park, an addition to the City of Saginaw, Block 1, LESS AND EXCEPT Lot A, being more particularly described in a Deed dated October 8, 1997 and recorded in Volume 12939, Page 336, Real Property Records, Tarrant County, Texas.

The Lease is recognized by Lessors as being in full force and effect. The Leases are presently owned by Lessee, named above. It is the desire of the Lessors and Lessee to amend the Leases as to the particular provisions set out below.

For adequate consideration, Lessors and Lessee amend the Lease by incorporating into it the following terms, as if originally contained in the Lease:

NOW THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the parties hereto agree to the following:

- 1) Notwithstanding anything in this Lease to the contrary, whenever in Paragraph 6a 6b and 6c of this Lease 60 days appears, same shall be deemed to read 90 days.

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- 2) Notwithstanding anything in this Lease to the contrary, whenever in Paragraph 6c and 6e of this Lease Retained Tract and Retained Tract (defined below) appears, same shall be deemed to read pooled tract.
- 3) Paragraph 6d is hereby deleted in its entirety and shall be replaced with the following:

Lessee, at its option, may pool or combine the leased premises as to oil and gas, or either of them, with any other land, lease or leases, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate the Premises. Any pooling shall be into a well unit or units not exceeding eighty (80) acres, plus an acreage tolerance of ten percent (10%), for oil, and not exceeding two hundred twenty-one (221) acres, plus an acreage tolerance of ten percent (10%), for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by state governmental authorities

- 4) The following sentences in Paragraph 7 is hereby deleted in its entirety:

The acreage in a pooled unit may not exceed the amount that would be permitted for a Retained Tract composed of acreage lying entirely within the Land. A pooled unit for a horizontal well shall be configured so that the percentage of the land that is included in the unit is not less than the percentage of that part of the horizontal drainhole that is located under the Land and in the producing formation.

- 5) Notwithstanding anything in this Lease to the contrary, whenever in Paragraph 8 of this Lease 660 feet appear, now shall be deemed to read 330 feet.

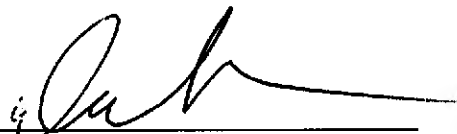
If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Leases, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Leases.

For adequate consideration, Lessors grant, lease and let to Lessee the Lands for the term provided in the Leases, as amended.


This Amendment may be executed in multiple counterparts. When executed, counterpart shall be binding on the party signing it, regardless of whether all Lessors execute this Amendment.

This Amendment is signed by Lessors and Lessee as of the date of the acknowledgment of their respective signatures, but is effective for all purposes as of the Effective Date stated above.

Glad Investing Partners Ltd.

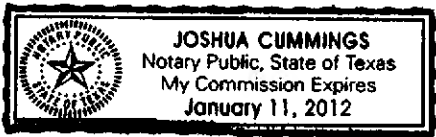
BY: 
David Boenker
Title: CEO

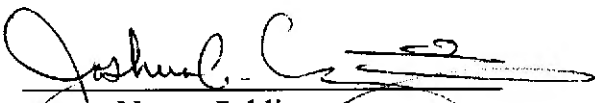
XTO Energy Inc. *45*

By: 
Edwin S. Ryan, Jr.
Sr. Vice President - Land Administration

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 7th day of April, 2008, by David Boenker, its CEO & Chairman of Glad Investments Partners, Ltd., on behalf of said corporation.



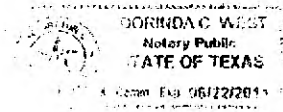

Notary Public

My commission expires

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

This instrument was acknowledged before me this 1st day of May 2008,
by Edwin S. Ryan, Jr. Vice President - Land Administration of XTO Energy Inc., a
Delaware corporation, on behalf of said corporation.



Dorinda C. West

Notary Public in and for the
State of Texas

DORINDA C. WEST

Printed Name of Notary Public

My commission expires